

AGENDA
VILLAGE OF WHEELING REGULAR MEETING
MONDAY, FEBRUARY 1, 2010 AT 6:30 P.M.
BOARD ROOM, 2 COMMUNITY BOULEVARD,
WHEELING, ILLINOIS
VILLAGE PRESIDENT JUDY ABRUSCATO PRESIDING

THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES:** Special Meeting of January 11, 2010
- 5. CHANGES TO THE AGENDA**
- 6. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**
- 7. APPOINTMENTS AND CONFIRMATIONS**
- 8. ADMINISTRATION OF OATHS**
- 9. CITIZEN CONCERNS AND COMMENTS**
- 10. STAFF REPORTS**
- 11. CONSENT AGENDA - All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other regular Agenda items.**
 - A. Resolution** Granting a Permit to Misericordia to Conduct a Tag Day on April 23 & 24, 2010
 - B. Resolution** Approving an Agreement for Prosecutorial Services for the Village of Wheeling
 - C. Resolution** Authorizing and Directing the Village Manager to Execute a Service Provider Contract Renewal with Municipal GIS Partners, Inc. for GIS Support Services in FY 2010 as Part of the Ongoing GIS Consortium Initiative

- D. **Resolution** Authorizing the Waiver of Competitive Bidding and Authorizing the Village Manager to Execute an Agreement for Professional Services Related to the Preparation of Color Aerial Photography and Other Related Services
- E. **Resolution** Granting Final Acceptance of Public and Private Improvements within the Schwind Crossings Subdivision, Lot 2
- F. **Resolution** Authorizing the Village Manager to Grant Severance Payments to Employees of the Village of Wheeling
- G. **Resolution** Granting a Permit to Shelter, Inc. to Conduct a Tag Day on May 7, 8 & 9, 2010

12. OLD BUSINESS

13. NEW BUSINESS All listed items for discussion and possible action

- A. **Ordinance** Amending Section E of Ordinance No. 4206 (Which Granted a Special Use and Site Plan Approval for an Indoor/Outdoor Sports and Recreation Facility for Ramah Day Camp) in Order to Extend the Project Completion Deadline from May 2010 to November 2012 at 98 W. Hintz Road (Docket No. 2007-14B)
- B. **Ordinance** Amending Ordinance No. 4462, Granting a special use to Allow a Private Vocational School with Nursing and Allied Health Programs at 1400 South Wolf Road, Suite 100 (within Wi-Fi Corporate Square) [Docket No. 2009-18]
- C. **Resolution** Authorizing the Village of Wheeling to Sign an Agreement with Chicago Communications to Purchase New Equipment for the Wheeling Police Department's 911 Center

14. OFFICIAL COMMUNICATIONS

15. APPROVAL OF BILLS January 14, 2010 – January 27, 2010

16. EXECUTIVE SESSION

17. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

18. ADJOURNMENT

IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID, SUCH AS A SIGN LANGUAGE INTERPRETER, PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO (S): #11.A
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 1, 2010

TITLE OF ITEM SUBMITTED: Granting a permit to Misericordia to conduct a Tag Day on April 23 & 24, 2010

SUBMITTED BY: Mark Janeck, Director of Community Development *HJ*

BASIC DESCRIPTION OF ITEM: Request by Misericordia to conduct a Tag Day

BUDGET¹: N/A

BIDDING²: N/A

EXHIBIT (S) ATTACHED: Resolution; Application for Tag Day.

RECOMMENDATION: Attached is an application by Misericordia to conduct a Tag Day April 23 & 24, 2010. I recommend approval of the attached resolution granting a permit for this use.

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER 

¹ If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

² If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

RESOLUTION NO. 10 - _____

**RESOLUTION GRANTING A PERMIT TO
MISERICORDIA
TO CONDUCT A TAG DAY ON APRIL 23 & 24, 2010**

WHEREAS, the Wheeling Municipal Code, Chapter 4.64, "Tag Days" requires that charitable organizations secure a permit to conduct a Tag Day within the Village of Wheeling; and

WHEREAS, Misericordia a charitable organization, has made proper application for a permit to conduct a Tag Day on April 23 & 24, 2010.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that Misericordia be granted a permit to conduct a Tag Day in the Village of Wheeling on April 23 & 24, 2010, contingent upon receipt of permission from the property owners to tag on private property.

Trustee _____ moved, seconded by Trustee _____, that

Resolution No. 10 - _____ be adopted.

President Abruscato _____

Trustee Heer _____

Trustee Argiris _____

Trustee Horcher _____

Trustee Brady _____

Trustee R. Lang _____

Trustee D. Vogel _____

ADOPTED this 1st day of February, 2010 by the President and Board of Trustees of the Village of Wheeling, Illinois

ATTEST

Judy Abruscato, Village President

Elaine E. Simpson, Village Clerk



MISERICORDIA

Heart of Mercy
Center

6300 North Ridge • Chicago, IL 60660-1017 • 773-973-6300 • fax 773-973-5214
www.misericordia.org

October 1, 2009

RECEIVED

JAN 22 2010

Community Development

Christine Brady, License/Permit Clerk
Village of Wheeling
Two Community Boulevard
Wheeling, IL 60090

Dear Friend:

Once again the time has come to respectfully request permission to conduct our "tag days" in your area. We have already received permission from the City of Chicago to hold our Annual Misericordia Candy Days on Friday, April 23 and Saturday, April 24, 2010, and we hope to receive written permission from you as well. Each year thousands of volunteers stand in street intersections and in front of heavy pedestrian walkways distributing tags and lollipops while collecting donations. We do contact private property owners for their permission.

For some areas, this letter is for information only because they do not grant permits for streets or intersections. For other areas this letter is sufficient for the processing of our permit. All other areas will find the information they require attached to this letter. If you need any additional information or have any questions, please call Nancy Turry at 773-273-4189. Permits can be mailed or faxed to Nancy's attention as listed above, or you can e-mail Nancy at: nancy.turry@misericordia.com.

We hope you know how much your help and support are appreciated. Together we will continue to provide the best life possible for the 550 children and adults who call Misericordia "Home." Their good lives as well as peace of mind for their families are gifts from you and the other loving, caring people we are privileged to call friends. On their behalf, we thank you.

We are most grateful for your past assistance and your consideration of this request. Thank you again for believing in Misericordia. God's blessings on you and yours.

Sincerely,

Sister Rosemary, R.S.M.

Sister Rosemary Connelly, R.S.M.
Executive Director



255 WEST DUNDEE ROAD • WHEELING, ILLINOIS 60090-2676
(847) 459-2600 • FAX (847) 459-9692

RECEIVED

JAN 22 2010

Community Development

TAG DAY APPLICATION

DATE: 10/1/09

- 1) **Name of Organization** Misericordia Heart of Mercy Center
- 2) **Address** 6300 North Ridge Boulevard, Chicago, IL 60660

Street	City	
<u>Illinois</u>	<u>60660</u>	<u>773-973-6300</u>
State	Zip Code	Phone Number
- 3) **Mailing Address (if different)** N/A

Street		
<u></u>	<u></u>	<u></u>
City	State	Zip Code
- 4) **The purpose for which the organization is legally established**
Home for children and adults with special needs.
- 5) **How long has organization been in existence?** 81 years
- 6) **Number of members** more than 550
- 7) **List of organization's officers (attach list)** Board of Directors
- 8) **Tag Day Manager:** Alan Sherman 895 Garden Lane

Name	Address	
<u>Wheeling</u>	<u>IL</u>	<u>60090</u>
<u>847-520-8335</u>		
City	State	Zip Code
		Phone Number
- 9) **Proposed date of Tag Day** Friday, 4/23/10 and Saturday, 4/24/10
- 10) **Location of Taggers including intersections**
To be provided by Alan Sherman as we get closer to the date
of the event

PLEASE NOTE:

All organizations are to comply with Chapter 4.64 of the Wheeling Municipal Code regarding solicitation on public highways.

Solicitors on public highways shall wear reflective type vest during such time that solicitation occurs on or near a public highway.

Permission must be obtained from property owner to tag on private property, i.e. parking lots, shopping centers, etc.

- 11) A. Attach copy of registration statement filed with the States Attorney General pursuant to 225.I.L.C.S. 460/2 of the Illinois Revised Statutes, if required.
B. If exempt, state exemption section
- 12) State Board, Group, or Individual having final discretion as to the distribution of the contributions received (Attached documentation)
- 13) Attach Copy of Not-for-Profit Certification
- 14) Attach copy of permission from property owner to tag on private property

ATTESTATION

The undersigned attest that the above named organization is organized not-for-profit under the law of the State of Illinois and has been continuously in existence for at least 5 years preceding date of this application, and that during this entire 5 year period preceding date of an application it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, and operators of the Tag Day are bona fide members of the sponsoring organization and are all good moral character and have not been convicted of a felony; that if a permit is granted hereunder, the undersigned will be responsible for the conduct of the Tag Day in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such Tag Days."

Misericordia Heart of Mercy Center

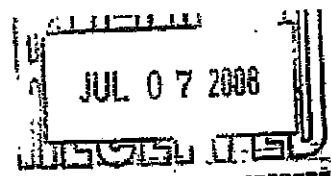
Name of Organization

St. Rosemary Connelly, RSM

President/Chairperson

Executive Director

Signature



Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: July 1, 2008

Person to Contact:
James Blair
ID # 31-07578
Telephone Number:
877-829-5500
FAX Number:
513-263-4330

Ms. Deirdre Dessingue
Associate General Counsel
United States Conference
of Catholic Bishops
3211 4th Street, N.E.
Washington, D.C. 20017-1194

Dear Ms. Dessingue:

In a ruling dated March 25, 1946, we held that the agencies and instrumentalities and all educational, charitable and religious institutions operated, supervised, or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in *The Official Catholic Directory* 1946, are entitled to exemption from federal income tax under the provisions of section 101(6) of the Internal Revenue Code of 1939, which corresponds to section 501(c)(3) of the 1986 Code. This ruling has been updated annually to cover the activities added to or deleted from the Directory.

The Official Catholic Directory for 2008 shows the names and addresses of all agencies and instrumentalities and all educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories and possessions in existence at the time the Directory was published. It is understood that each of these is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, that no substantial part of their activities is for promotion of legislation, and that none are private foundations under section 509(a) of the Code.

Based on all information submitted, we conclude that the agencies and instrumentalities and educational, charitable, and religious institutions operated, supervised, or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in *The Official Catholic Directory* for 2008 are exempt from federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to the agencies, instrumentalities and institutions referred to above, as provided by section 170 of the Code. Bequests, legacies, devises, transfers or gifts to them or for their use are deductible for federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.



Misericordia's Board of Directors

President

Father Michael Boland
The Catholic Charities
126 N. Desplaines Avenue
Chicago, IL 60606
Phone: 312-655-7000
Appointed in 1996

Second Vice President

Father Roger Coughlin
The Catholic Charities
721 North LaSalle Street
Chicago, IL 60610
Phone: 312-655-7477
Appointed in 1958

Treasurer & General Manager

Sister Rosemary Connelly, R.S.M.
Misericordia
6300 North Ridge Avenue
Chicago, IL 60660
Phone: 773-273-4179
Appointed in 1970

Secretary

Ms. Margaret Murphy
Misericordia
6300 North Ridge Avenue
Chicago, IL 60660
Phone: 773-273-4175
Appointed in 1984

Director

Mr. John Dyer
425 South Pine
Arlington Heights, IL 60005
Phone: 630-325-7500
Appointed in 2005

Director

Mr. Rob Figliulo
7553 Forest Hill Road
Burr Ridge, IL 60527
Phone: 630-851-4892
Appointed in 2005

Director

Mr. Daniel Houlihan
Daniel Houlihan & Assoc., Ltd.
111 W. Washington, Suite 1631
Chicago, IL 60602
Phone: 312-372-6255
Appointed in 1998

Director

Mr. Patrick E. Mahoney
Mahoney, Crowe & Goldrick P.C.
36 S. Wabash, #1300
Chicago, IL 60603
Appointed in 2003

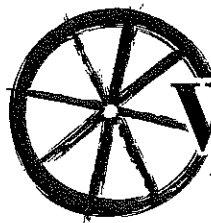
Director

Mr. Robert Soudan
110 Sheridan Road
Winnetka, IL 60093
Phone: 847-442-7760
Appointed in 2007

RECEIVED

JAN 21 2010

Community Development



VILLAGE OF
WHEELING
ILLINOIS

COMMUNITY DEVELOPMENT
847-459-2620 (fax) 847-459-2656

CHARITABLE SOLICITATION PERMIT APPLICATION

(Please print or type)

DATES, HOURS, AND LOCATION FOR WHICH THE PERMIT IS REQUESTED: _____

_____ see attached sheet _____

APPLICANT NAME: Susan Koretz

HOME ADDRESS: 876 Swan Lane

CITY Deerfield ST IL ZIP 60015

HOME PHONE NUMBER: (847) 808-2814

DATE OF BIRTH: 1 SOCIAL SECURITY NUMBER: _____

DRIVERS LICENSE NUMBER: _____ STATE ISSUED: _____

NAME OF THE CHARITABLE ORGANIZATION FOR WHOM THE SOLICITATION WILL BE CONDUCTED:

Girl Scouts of Greater Chicago & Northwest Indiana

ORGANIZATION ADDRESS: 650 N. Lakeview Parkway P.O. Box 8116

CITY Vernon Hills ST IL ZIP 60061

BUSINESS PHONE: (847) 573-0500 X 1014

Describe the purpose of the solicitation activities: to sell Girl Scout
cookies

State the percentage of the receipts of the solicitation which will be used solely for the charitable purpose (any administrative costs and costs of conducting the solicitation activities shall not be included within this percentage)

20%

Have you applied for a Solicitors Permit or registered to conduct either of those activities within the Village of Wheeling? yes If yes, indicate when last year

(complete back side)



Girl Scouts of Greater Chicago and Northwest Indiana
 Vernon Hills Regional Service Center
 650 N. Lakeview Parkway P. O. Box 8116
 Vernon Hills, IL 60061-8116
www.girlscoutsgcnwi.org

Bob Chinn's Crab House**Dan**

393 S. Milwaukee
 Wheeling IL 60090
 847/520-3633 fax 847/520-3944

Date	Time	Troop #	Troop contact Name	Phone #
Sat 2/20/10	1pm – 9pm	40115	Jamie McInerney	847/520-3944

Market Square Restaurant**Sam**

600 Dundee Road
 Wheeling IL 60090
 847/459-0601 fax 847/459-0736

Date	Time	Troop #	Troop Contact Name	Phone #
Sun 3/14/10	9am - 12pm	41470	Sheila Wheeler	847/279-2747

MB Financial Bank**Ingrid**

125 McHenry Road
 Wheeling IL 60090
 847/459-4000 fax 847/279-0305

Date	Time	Troop #	Troop Contact Name	Phone #
Sat 2/20/10	9am - 12pm	41368	Debbie Dillie	847/459-0659
Sat 3/06/10	9am - 12pm	41470	Sheila Wheeler	847/279-2747

Walgreens**Hector Barajas**

10 N. Milwaukee
 Wheeling IL 60090
 847/215-7865 fax 847/215-8924

Date	Time	Troop #	Troop Contact Name	Phone #
Sat 3/06/10	9am - 2pm	40822	Amy Park	847/749-2533

~~Walmart~~

~~1455 Lake Cook Road
Wheeling IL 60090
847/537-5090~~

Walgreen

Paul

Date	Time	Troop #	Troop Contact Name	Phone #
Sun 2/14/10	11am - 3pm	40445	Debbie Kelly	847/808-9739

Sam's Club

1055 McHenry Road
Wheeling IL 60090
847/541-9040

Carmen

Date	Time	Troop #	Troop Contact Name	Phone #
Sun 2/28/10	12pm - 3pm	41368	Debbie Dillie	847/459-0659
Sat 3/06/10	10am - 2pm	41469	Lori Risner	847/419-0704
Sun 3/07/10	10am - 2pm	41469	Lori Risner	847/419-0704
Sat 3/13/10	10am - 1pm	40639	Barbara Odrowaz	847/668-1464
Sat 3/13/10	1pm - 4pm	41416	Mary Kalou	847/520-1723

VILLAGE OF WHEELING

LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #11.B.
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 1, 2010

TITLE OF ITEM SUBMITTED: Resolution Approving an Agreement for Prosecutorial Services for the Village of Wheeling

SUBMITTED BY: Jon Sfondilis, Village Manager

BASIC DESCRIPTION OF ITEM¹: Retainer agreement between the Village of Wheeling and Steven J. Handler, Esq., for prosecutorial services performed for the Village.

BUDGET²: Included in 2010 budget

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Resolution, Retainer Agreement, Staff Memos

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER 

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

RESOLUTION NO. 10 - _____

**RESOLUTION APPROVING AN AGREEMENT FOR
PROSECUTORIAL SERVICES FOR THE VILLAGE OF WHEELING**

WHEREAS, the Village of Wheeling is desirous of continuing an Agreement with Attorney Steven J. Handler, for representation of the Village of Wheeling in all prosecutorial matters; and

WHEREAS, the President and Board of Trustees of the Village of Wheeling deem it to be in the best interests of the Village of Wheeling to enter into the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, as follows:

SECTION A

That the Village of Wheeling hereby approves the terms of the attached Agreement with Attorney Steven J. Handler, and hereby authorizes the Village President and the Village Clerk to execute said Agreement on behalf of the Village of Wheeling.

SECTION B

That the Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Trustee _____ moved, seconded by Trustee _____
that Resolution No. 10 - _____ be adopted.

President Abruscato _____

Trustee Heer _____

Trustee Argiris _____

Trustee Horcher _____

Trustee Brady _____

Trustee Lang _____

Trustee Vogel _____

Adopted this _____ day of _____, 2010 by the President and Board of Trustees of the Village of Wheeling, Illinois.

Judy Abruscato
Village President

ATTEST:

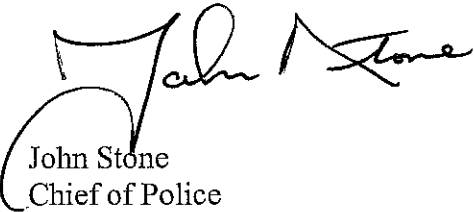
Elaine E. Simpson
Village Clerk

MEMORANDUM

TO: Jon Sfondilis, Village Manager
FROM: Chief John Stone
DATE: January 4, 2010
SUBJECT: Steve Handler Village Contract

This memo is to submit my recommendation to renew the contract of Steven Handler as Village Prosecutor. He has been a pleasure to work with in dealing with the Cook County Court system. Steve has always been available to answer any questions regarding cases and has been willing to render advice whenever any issues occur.

Please consider this my complete vote of confidence.



John Stone
Chief of Police

jms

Martin Seay

From: Keith MacIsaac
Sent: Monday, January 18, 2010 9:52 AM
To: Jon Sfondilis
Cc: Martin Seay
Subject: Renew Contract - Steve Handler

It is my understanding that the contract regarding Prosecutor Steve Handler is up for renewal. Based upon his historic dealings regarding code enforcement issues encountered by the Fire Prevention Bureau, I am in full support of renewing his contract. I have found Mr. Handler to be very professional and an excellent representative for the Village.

If you should have any questions or would like to discuss Mr. Handler's performance, please let me know.

Keith MacIsaac, Fire Chief EFO/CFO
Wheeling Fire Department
255 W. Dundee Road
Wheeling, IL 60090

(847) 459-2662
(847) 459-2976 - fax

kmacisaac@wheelingil.gov

The flu can make you blue. Get a seasonal flu shot, wash your hands regularly, cover your sneeze, and stay home if you become sick.



**COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

TO: Jon Sfondilis, Village Manager
FROM: Mark Janeck, Director of Community Development
DATE: January 13, 2010
SUBJECT: Village Prosecutor

I would like to express my concurrence with the reappointment of Mr. Steve Handler as village prosecutor. I believe Steve does a credible job as prosecutor and my department has had no negative issues with Steve in the past year.

Please contact me with any questions.

RETAINER AGREEMENT FOR VILLAGE PROSECUTOR

This Agreement made this 1st day of February, 2010, by and between the Village of Wheeling, an Illinois municipal corporation (hereinafter the "Village"), and Steven J. Handler (hereinafter the "Attorney").

WITNESSETH:

ARTICLE I. GENERAL PROVISIONS

A. Retainer.

The Village does hereby retain the Attorney as its Village Prosecutor as provided by law and by the Ordinances of the Village.

B. Duties.

The Attorney shall be compensated in accordance with Article II of this Agreement.

C. Conflicts.

Whenever the Attorney shall report to the Village that he has a conflict of interest with respect to any matter, the Village shall either appoint a special counsel to represent the Village at its expense in connection with such matter or waive the conflict and direct the Attorney to represent the Village notwithstanding the conflict. Any waiver of a conflict, or possibility of conflict, or appearance of conflict shall be made by and with the approval of the Village Manager. However, it shall not constitute a breach of this Agreement for the Attorney to decline to represent the Village on any matter in which the Attorney has a conflict of interest which cannot be waived under the applicable standards of legal ethics, the Code of Professional Responsibility adopted by the Illinois Supreme Court, or the rules of any court in which the matter may be pending, and which the Attorney cannot eliminate or avoid at such time.

D. Term.

This Agreement shall be in effect from May 1, 2010 and shall continue in effect for two (2) years unless terminated under Article I-E.

E. Early Termination.

This Agreement may be terminated by either the Village by its Village Manager or the Attorney upon thirty (30) days written notice, in which event the Agreement and the obligations of both parties shall terminate as of the end of the calendar month in which such 30th day falls. In the event this Agreement is terminated by either party hereto, all obligations under this Agreement shall terminate except the provisions of Article G.

F. Approval and Modification.

The approval, extension or modification of this Agreement by the Village shall be subject to the approval of the President and Board of Trustees of the Village, and shall not be effective until such approval is given at a legal meeting of the Village.

G. Indemnification.

The Village hereby agrees to indemnify, hold harmless and defend the Attorney and any individuals acting in the capacity as assistant prosecutors from all claims, demands, or lawsuits arising out of the performance of the services set forth herein.

H. Cooperation.

The Attorney shall cooperate with the staff and, subject to the general direction of the Village Manager, shall meet with staff during normal business hours or otherwise as shall be mutually convenient, whenever such meetings are necessary for the conduct of Village business.

ARTICLE II. COMPENSATION

A. General Prosecution Duties – Compensation.

The Attorney shall be compensated for attendance at the Village's current regular court calls for the prosecution of ordinance and traffic violations at the sum of One Thousand Three Hundred and Twenty-Five Dollars (\$1,325.00) per month.

B. Additional Duties – Compensation.

1. For the prosecution of building and zoning violations and also cases which are assigned to a jury court call or to special court calls other than the normal regular Wheeling traffic calls which Attorney is required to prosecute, Attorney shall be compensated at the rate of Eighty-Five Dollars (\$85.00) per hour with a minimum billing of one hour.

2. For services rendered for research or in the preparation of motions or discovery, the Attorney shall be compensated at the rate of Eighty-Five Dollars (\$85.00) per hour.

3. The Attorney shall be compensated for the prosecution of complaints before the Wheeling Liquor Control Commission at the rate of Eighty-Five Dollars (\$85.00) per hour.

C. Sources of Compensation.

The Village shall from time to time budget and/or appropriate sufficient funds to pay the retainer amount provided for in this Agreement.

D. Reimbursement.

The Attorney shall be reimbursed promptly for all necessary expenses, which may be paid or incurred by the Attorney, pursuant to representation as prosecutor for the Village as are approved by the Village Manager.

STEVEN J. HANDLER

VILLAGE OF WHEELING

By: _____
Judy Abruscato
Village President

ATTEST:

By: _____
Elaine E. Simpson
Village Clerk

VILLAGE OF WHEELING

LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #11.C
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 1, 2010

TITLE OF ITEM SUBMITTED: Resolution authorizing and directing the Village Manager to execute a service provider contract renewal with Municipal GIS Partners, Inc for GIS support services in FY2010 as part of the ongoing GIS Consortium initiative

SUBMITTED BY: Luca Ursan, Director of Information Technology



BASIC DESCRIPTION OF ITEM¹: This is a renewal of the annual contract with Municipal GIS Partners for GIS support services. In January 2008, The Village of Wheeling joined the GIS Consortium and started the process to implement a Geographic Information System (GIS). The GIS has proven to be a very wise investment for the Village. The digital mapping information is a tremendous tool for the Village staff. Municipal GIS Partners is the GIS Consortium's selected service provider. As a member of the Consortium, we need to comply with the Consortium's vendor selection. Please include the attached resolution on the Agenda for the February 1, 2010 Village Board Meeting.

BUDGET²: Fiscal year 2010 approved budget includes funding to support the Geographic Information System (GIS), of which \$122,694 will be used for professional GIS support services provided by Municipal GIS Partners.

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Resolution, Service Provider Contract

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER



¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

RESOLUTION NO. 10 - _____

**RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE MANAGER TO
EXECUTE A SERVICE PROVIDER CONTRACT RENEWAL WITH MUNICIPAL GIS
PARTNERS, INC. FOR GIS SUPPORT SERVICES IN FY2010 AS PART OF THE
ONGOING GIS CONSORTIUM INITIATIVE**

WHEREAS, the Village of Wheeling, Lake and Cook Counties, Illinois (the "Village") is a home rule unit of local government pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the Geographic Information System (GIS) Consortium Service Provider Contract Renewal, between the service provider Municipal GIS Partners and the Village of Wheeling, and is authorizing the Village to expend funds for the GIS services; and

WHEREAS, the President and Board of Trustees have determined that it is in public interest to execute the attached contract;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS that the Village Manager is hereby authorized and directed to execute the attached GIS Consortium Service Provider Contract on behalf of the Village of Wheeling.

Trustee _____ moved, seconded by Trustee _____
that Resolution No. 10-_____ be adopted.

Trustee Argiris	_____	Trustee Horcher	_____
Trustee Brady	_____	Trustee Lang	_____
Trustee Heer	_____	Trustee Vogel	_____

Adopted this _____ day of _____, 2010, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Judy Abruscato
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

GIS Consortium Service Provider Contract

This CONTRACT made and entered into this 1st day of January, 2010, by and between the Village of Wheeling, an Illinois municipal corporation (hereinafter referred to as "**Village**"), and Municipal GIS Partners, Inc. (MGP), 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as "**Consultant**"); and

WHEREAS, the Village desires to engage the Consultant to provide support services in connection with the Village's geographical information system ("**GIS**"); and

WHEREAS, the Consultant represents to be in compliance with Illinois Statutes relating to professional registration of individuals and has the necessary expertise and experience to furnish such services upon the terms and conditions set forth herein below;

NOW, THEREFORE, it is hereby agreed by and between the Village and the Consultant that:

I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the "Proposal for Geographic Information System Services" dated January 1, 2010, (**Attachment 1**). Should there be a conflict in terms between this Contract and the Proposal, this Contract shall control.

II. PERFORMANCE OF WORK

All work hereunder shall be performed under the direction of the Village Manager of the Village or his designee (hereinafter referred to as the "**Village Manager**").

III. INDEPENDENT CONTRACTOR

The Consultant shall at all times be deemed to be an independent contractor, engaged by the Village to perform the services set forth in Attachment 1. Neither the Consultant nor any of its employees shall be considered to be employees of the Village for any reason, including but not limited to for purposes of workmen's compensation law, Social Security, or any other applicable statute or regulation.

IV. PAYMENT TO THE CONSULTANT

For work associated with the project, the Consultant shall be reimbursed in an amount NOT TO EXCEED \$122,694.

A. The Consultant shall submit invoices in a format approved by the Village.

B. The Consultant shall maintain records showing actual time devoted and cost incurred. The Consultant shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these

records available at reasonable times during the Contract period, and for a year after termination of this Contract.

- C. The Village shall make monthly payments to the Consultant based upon actual progress, within 30 days after receipt of invoice.

V. TERMINATION OF AGREEMENT

Notwithstanding any other provision hereof, the Village may terminate this Contract at any time upon fifteen (15) days prior written notice to the Consultant. In the event that this Contract is so terminated, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of work completed determined on the basis of the percentage completed as agreed upon between the Village and the Consultant.

VI. TERM

This Contract shall become effective as of the date the Consultant is given a written Notice to Proceed and, unless terminated for cause or pursuant to Article V foregoing, shall expire on December 31, 2010, or on the date the Village Manager determines that all of the Consultant's work under this Contract is completed. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant.

VII. RENEWAL OF CONTRACT

The Village shall decide at least sixty (60) days before the end of the Term, as defined in Article VI of this Contract, whether the Village desires to engage the Consultant in another Contract to provide support services in connection with the Village's geographical information system. The Village shall provide the Consultant written notice within thirty (30) days of said decision.

VIII. NOTICE OF CLAIM

If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall give written notice of his claim within fifteen (15) days after occurrence of such action. No claim for additional compensation shall be valid unless so made. Any changes in the Consultant's fee shall be valid only to the extent that such changes are included in writing signed by the Village and the Consultant. Regardless of the decision of the Village Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Village Manager shall proceed without interruption.

IX. BREACH OF CONTRACT

If any party violates or breaches any term of this Contract, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if any party, by reason of any default, fails within thirty (30) days after notice thereof by the other party to comply with the conditions of the Contract, the other party may terminate this Contract.

X. INDEMNIFICATION

The Consultant shall indemnify and save harmless the Village and its officers and employees from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of negligent actions or omissions of the Consultant in connection herewith, including negligent actions or omissions of employees or agents of the Consultant arising out of the performance of this Contract.

XI. NO PERSONAL LIABILITY

No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval, or attempted execution of this Contract.

XII. NON-DISCRIMINATION

In all hiring or employment made possible or resulting from this Contract, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, marital status, of the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Contract on the grounds of sex, race, color, creed, national origin, marital status, the presence of any sensory, mental or physical handicap or age except minimum age and retirement provisions. Any violation of this provision shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Contract by the Village.

XIII. ASSIGNMENT AND SUCCESSORS

This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment shall be made without the prior written consent of the Village.

XIV. DELEGATING AND SUBCONTRACTING

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Contract and the Consultant shall remain liable to the Village with respect to each and every item, condition and other provision hereof to the same extent that the Consultant would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made.

XV. NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners

between the Village and the Consultant, or as constituting the Consultant as the general representative or general agent of the Village for any purpose whatsoever.

XVI. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

XVII. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

XVIII. MODIFICATION OR AMENDMENT

This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

XIX. APPLICABLE LAW

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois.

XX. NEWS RELEASES

The Consultant may not issue any news releases without prior approval from the Village Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Village Manager prior to said documentation becoming matters of public record.

XXI. COOPERATION WITH OTHER CONSULTANTS

The Consultant shall cooperate with any other persons in the Village's employ on any work associated with the project.

XXII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to Village:
Village of Wheeling
Luca Ursan
2 Community Boulevard
Wheeling IL 60090

If to Consultant:
MGP, Inc.
Thomas A. Thomey
701 Lee Street, Suite 1020
Des Plaines, IL 60016

XXIII. INTERFERENCE WITH PUBLIC CONTRACTING: P.A. 85-1295

The Consultant certifies hereby that it is not barred from entering into this Contract as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

XXIV. SEXUAL HARASSMENT POLICY: 775 ILCS 5/2-105(A)(4)

The Consultant certifies hereby that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

XXV. WRITTEN COMMUNICATIONS

All recommendations and other communications by the Consultant to the Village Manager and to other participants, which may affect cost or time of completion, shall be made or confirmed in writing. The Village Manager may also require other recommendations and communications by the Consultant be made or confirmed in writing.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

ATTEST:

Village Clerk

Village Manager

ATTEST:

CONSULTANT

By _____

By _____

Its _____

Its _____

Proposal for Geographic Information System Services
Attachment 1

1) GENERAL PURPOSE

The purpose of this agreement is for the Village to enter an agreement with the Consultant for all or part of its geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Village will be sharing management, development, and maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Village include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) CONFIDENTIALITY

This attachment includes proprietary and confidential information. It shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of MGP, Inc.,

3) SERVICE TYPES

For the purpose of cost accounting, the Consultant will provide two (2) service types to the Village. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed to the Village but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided by the Village or the GIS Consortium.

- A. Services relate to the direct management, development, operation, and maintenance of the Village GIS required to reasonably support the system.
- B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

4) SERVICES

The Consultant will help provide the necessary resources to support the Village GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task thus enabling efficient use of Village investment. The Consultant includes, but is not limited to, the following personnel:

- A. A GIS Manager that is responsible for the overall implementation of the GIS program based on the directions and instructions of the Village. The GIS Manager will provide senior-consultant services and will provide coordination and facilitation of GISC developments and initiatives. Budget forecasting and work reporting will be provided by the GIS Manager as directed by the Village.
- B. A GIS Coordinator is responsible for the operation of the GIS program including the coordination of resources. The GIS Coordinator will provide services to the Village in determining the short- and long-term needs of the GIS program. The GIS Coordinator will be responsible for managing the program resources including Consultant resources, external agencies, and Village committees and user groups.
- C. A GIS Data Administrator is responsible for managing the data model and administering the database and related information. The GIS Data Administrator plans, implements, and configures the data to enhance performance and maintain integrity of the data system.
- D. A GIS Application Developer that is responsible for the conceptualization, design, development, testing, installation, documentation, training, and maintenance of GIS and related software. Software includes, but is not limited to; computer programs, form designs, user manuals, data specifications, and associated documentation.
- E. A GIS Analyst is responsible for analyzing and planning special projects that require skills beyond the typical operation of the system. Special projects may include the development of ad hoc maps, layers, databases, and user solutions.
- F. A GIS Specialist that provides the daily operation, maintenance, and support of the GIS. This individual is typically fully allocated to the Village and is responsible for database development and maintenance, map production, user training and help-desk, user group support, and system support and documentation.

5) PROJECTED UTILIZATION

Projected utilization is an estimate of service hours required of the Consultant by the Village. This projection is established by and between the Village, GISC, and the Consultant. Although variations are anticipated, the Village and the Consultant have a fiduciary responsibility to GISC and its members to meet their projected utilization. Significant variations in actual utilization may negatively influence service rates for GISC members. The anticipated projected utilization for each Consultant service is:

- A. 88 hours of GIS Manager
- B. 112 hours of GIS Coordinator
- C. 88 hours of GIS Data Administrator
- D. 88 hours of GIS Application Developer

- E. 112 hours of GIS Analyst
- F. 1,232 hours of GIS Specialist

6) SERVICE RATES

Rates are based on projected utilization of GISC members in collective bargaining with the Consultant. The Consultant guarantees these rates for the term of this agreement as long as actual utilization is reasonably consistent with projected utilization. The Consultant has the right to assign a cost-of-living adjustment one (1) time per year with prior notice to the Village. The GISC collective bargaining rates are as follows:

- A. \$111.40 per hour for GIS Manager
- B. \$ 82.10 per hour for GIS Coordinator
- C. \$ 99.70 per hour for GIS Data Administrator
- D. \$ 99.70 per hour for GIS Application Developer
- E. \$ 82.10 per hour for GIS Analyst
- F. \$ 62.35 per hour for GIS Specialist

7) FACILITIES AND EQUIPMENT

The Village is required to provide the Consultant adequate space, furnishings, hardware, and software to fulfill the objectives of the GIS program. The facilities requirement is no different than would be otherwise required by the Village to support a GIS program. The rate structure extended to GISC members is contingent on these provisions for the Consultant. Facilities and equipment include, but are not limited to, the following

- A. Full-time office space for the GIS Specialist and periodic office space for guests. This space should effectively and securely house all required GIS systems, peripherals, and support tools. This space must be available during normal business hours.
- B. Furnishings including adequate desk(s), shelving, and seating accommodations for the GIS Specialist and periodic guests. A telephone line and phone to originate and receive outside calls. A network connection with access to the Internet.
- C. Hardware including a workstation, server, plotter, printer, digitizer, scanner and network infrastructure.
- D. Software including GIS software(s), productivity tools, application development tools, commercial databases, and network access software.
- E. The Village is responsible for installing, operating, and maintaining the backup and recovery systems for all Village owned GIS assets that permits the Consultant to continue services within a reasonable period of time following a disaster.

8) BILLING & PAYMENT

The Consultant will invoice the Village on a monthly basis for work completed and work in-progress. The Consultant requires 100% payment within 30 days of invoicing.

9) INTELLECTUAL PROPERTY

If any intellectual property should be developed during the course of this agreement, the Village and the Consultant shall be joint owners of said intellectual property.

- A. It is understood that this agreement does not grant to the Village or any employees, partners, business associates or other associated parties thereof, any rights in any intellectual property developed by the Consultant outside the terms of this agreement, or any protectable interests stemming there from.
- B. The Village and the Consultant agree, that no assignments, authorization of reuse by others, giveaways, license grants, sales, transfer, security interests, or any other grant of rights for any intellectual property that may be developed during this agreement, will be made to any third party without a written agreement between the Village and the Consultant.
- C. If this agreement between the Village and the Consultant should be terminated, the Village shall, in good faith, allow the Consultant, any reasonable use of any Intellectual Property developed during this Contract.

VILLAGE OF WHEELING

LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #11.D
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 1, 2010

TITLE OF ITEM SUBMITTED: Resolution authorizing the waiver of competitive bidding and authorizing the Village Manager to execute an agreement for professional services related to the preparation of color aerial photography and other related services.

SUBMITTED BY: Luca Ursan, Director of Information Technology



BASIC DESCRIPTION OF ITEM¹: This is a renewal of the annual contract for Aerial Photography Services for the Village's GIS system. In January 2008, The Village of Wheeling joined the GIS Consortium and started the process to implement a Geographic Information System (GIS). The GIS has proven to be a very wise investment for the Village and a tremendous tool used daily by the Village staff. Aerial Photography plays a very important role in the digital mapping process and in 2010 the plan is to acquire additional images needed to update the Village's GIS. This service will be provided by Ayres Associates, who is the selected vendor by the GIS Consortium for aerial photography services. As a member of the Consortium, we need to use the Consortium's selected vendors in order to take advantage of the "buying in bulk" discount that Ayres provides to the sixteen Consortium communities due to the Consortium's joint purchasing efforts. Please include the attached resolution on the Agenda for the February 1, 2010 Village Board Meeting.

BUDGET²: Fiscal year 2010 approved budget includes funding to support the Geographic Information System (GIS), of which \$22,120 will be used for aerial photography services provided by Ayres Associates.

BIDDING³: Request to waive competitive bidding, as Ayres Associates is the selected vendor by the GIS Consortium for aerial photography services. The GIS Consortium went through an RFP process in late 2008 and Ayres was re-selected as the best vendor for these services.

EXHIBIT(S) ATTACHED: Resolution, Ayres Associates Contract

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER



¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

RESOLUTION NUMBER 10 - _____

**A RESOLUTION AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING
AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT FOR
PROFESSIONAL SERVICES RELATED TO THE PREPARATION OF COLOR AERIAL
PHOTOGRAPHY AND OTHER RELATED SERVICES**

WHEREAS, the Village of Wheeling, Cook and Lake Counties, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, pursuant to Article 7, Section 6 of the Illinois Constitution, the Village of Wheeling, Cook and Lake Counties, Illinois is authorized to enter into agreements for the purpose of acquiring professional services; and

WHEREAS, the President and Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois find that it is necessary to have Ayres Associates, Inc. (hereinafter "Consultant"), a professional corporation, acquire and prepare color aerial photography of the Village to be used in the Village's Geographic Information System (GIS); and

WHEREAS, the Village of Wheeling, Cook and Lake Counties, Illinois and Consultant have agreed upon the terms of an Agreement for Professional Services which is attached hereto.

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, that competitive bidding for the services referenced herein is waived and that the Village Manager is hereby authorized to execute the Agreement for Professional Services with Ayres Associates.

Trustee _____ moved, seconded by Trustee _____,
that Resolution No. 10 - _____, be adopted.

Trustee Argiris _____

Trustee Brady _____

Trustee Heer _____

Trustee Horcher _____

Trustee Lang _____

Trustee Vogel _____

Adopted this _____ day of _____, 2010, by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

Judy Abruscato
Village President

Elaine Simpson, Village Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made between the Village of Wheeling, Illinois (OWNER) and Ayres Associates Inc, 1802 Pankratz Street, Madison, Wisconsin 53704 (CONSULTANT).

OWNER intends to retain the CONSULTANT to obtain spring 2010 color aerial photography of the Village, establish photo identifiable control points, prepare an analytical aerotriangulation solution for the block of aerial photography, and prepare orthophotography. Project area map attached to the contract as Attachment D.

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

ARTICLE 1 - BASIC SERVICES

CONSULTANT shall provide professional services for OWNER on the Project to which this Agreement applies, including customary services incidental thereto, and as indicated in Attachment A.

ARTICLE 2 - ADDITIONAL SERVICES

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services not included as part of Basic Services. These services will be paid for by OWNER as indicated in Article 5 and Attachment C.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1 Designate in writing a person to act as OWNER's representative.
- 3.2 Provide all criteria and full information as to OWNER's requirements.
- 3.3 Place at CONSULTANT's disposal all available pertinent information, upon which the CONSULTANT can rely.

ARTICLE 4 - PERIODS OF SERVICE

The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. In Attachment B specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided; if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

ARTICLE 5 - PAYMENTS

5.1 Methods of Payments for Services and Expenses

5.1.1 OWNER shall pay CONSULTANT for Basic Services and Additional Services rendered (as amended and supplemented by Attachment A) and for Reimbursable Expenses in accordance with Attachment C.

5.2 Times of Payments

5.2.1 CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt payments within forty five days in response to CONSULTANT's invoices.

5.2.2 The CONSULTANT will submit monthly invoices to the OWNER based on the percent complete of the contracted work.

5.3 Other Provisions Concerning Payments

5.3.1 The OWNER shall make any payment due CONSULTANT for services and expenses within forty five days after receipt of CONSULTANT's invoice. The CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses. If for some reason there is a dispute concerning an invoice and the dispute extends beyond one month, the owner will not be assessed a 1.5% penalty to that invoice.

5.3.2 In the event of termination by OWNER, which OWNER has the right to do at any time without cause, CONSULTANT will be reimbursed for all charges and services rendered through the date of termination, pursuant to this Agreement and as authorized by the OWNER.

5.3.3 Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices.

5.3.4 Factors determining compensation payable to CONSULTANT will be adjusted periodically and equitably to reflect changes in various elements that comprise such factors.

5.4 Definitions

5.4.1 Direct Labor Costs used as basis for payment means salaries and wages (basic and incentive) paid to all CONSULTANT's personnel engaged directly on the Project, but does not include indirect payroll related costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Reuse of Documents

Any reuse of the services and documents provided under this agreement for purposes not intended, will be at the owners sole risk.

6.2 Controlling Law

This Agreement is to be governed by the law of the State of Illinois.

6.3 Copyright Assignment

The CONSULTANT assigns copyright to the OWNER for all deliverable products produced under this contract. All deliverable products prepared or assembled by the CONSULTANT under this contract are the property of the OWNER. The CONSULTANT agrees that the products shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the OWNER.

6.4 Conflict of Interest

The CONSULTANT shall not appear on behalf of or represent any person or organization any action or proceeding against the interests of the Village in any litigation in which the village is a party.

The CONSULTANT shall not appear on behalf of or represent any person or organization at any proceeding before any board or commission of the Village.

ARTICLE 7 - EXHIBITS AND SCHEDULES

7.1 The following Exhibits are attached to and made a part of this Agreement.

7.1.1 Attachment A - Scope of Services, consisting of 3 pages.

7.1.2 Attachment B - Periods of Service, consisting of 1 page.

7.1.3 Attachment C - Compensation and Payments, consisting of 1 page.

7.1.4 Attachment D - Project area map, consisting of 1 page.

7.1.5 Attachment E – Insurance requirements, consisting of 2 pages.

7.2 This Agreement (consisting of pages 1 to 11, inclusive), together with the Exhibits and Schedules identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

<u>Village of Wheeling, Illinois</u>		<u>Ayres Associates Inc</u>
OWNER		CONSULTANT
_____	(Signature)	_____
_____	(Printed Name)	<u>Kirk Contrucci</u>
_____	(Title)	<u>Vice President</u>
_____	(Date)	_____

ATTACHMENT A - SCOPE OF SERVICES

Agreement dated _____

Initials:
OWNER _____
CONSULTANT _____

BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER as hereinafter provided.

1.2 Photogrammetric Services

After written authorization to proceed, CONSULTANT shall:

- 1.2.1 Obtain 1"=450' scale color aerial photography of the Village of Wheeling in the spring of 2010. The photography will be flown with 60 percent forward lap and 30% sidelap. The project area map is attached to this contract as Attachment D.
- 1.2.2 Install ground control in and around the project area to support the orthophotography.
- 1.2.3 Prepare 3-inch resolution color digital orthophotography for 1"= 50' scale mapping for the Village project boundary, using procedures designed to meet horizontal National Map Accuracy Standards. The ortho-photography will be delivered in uncompressed, TIFF format (with world file) and will be accompanied by a tiling schematic in hardcopy and ESRI format. Orthophotography will include MrSID format compressed tiles and project-wide mosaic. CONSULTANT will:
 - Utilize existing GISC Digital Terrain Model (DTM) to rectify the orthophotography.
 - Prepare orthophoto tiles in a fashion to minimize "white space" or "void areas" around the exterior of the municipality when existing GISC DTM is available.
- 1.2.4 Prepare large-format wall map of the orthophotography.
- 1.2.5 Deliverable products will include:
 - Digital orthophotography based on PLSS quarter sections, in TIF format
 - Digital village-wide ortho mosaic in MrSID format
 - Digitally scanned raw imagery
 - Flight Plan in vector format
 - One copy of FGDC compliant metadata for all digital files in HTML and XML format.
 - Two copies of the orthophotography wall map large-format at 1" = 400' or 500' scale

ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as hereinafter provided. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Article 5 and Attachment C.

- 2.1.1 Services to investigate existing conditions or facilities or to verify the accuracy of information furnished by OWNER.
- 2.1.2 Services resulting from significant changes in the general scope, extent or character of the Project.
- 2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services.
- 2.1.4 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
- 2.1.5 Additional services in connection with the Project, including services which are to be furnished by OWNER, and services not otherwise provided for in this Agreement.

OWNER'S RESPONSIBILITIES

In addition to the OWNER's responsibilities listed in Article 3, OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- 3.5 Other special data or consultations not covered under BASIC SERVICES and ADDITIONAL SERVICES.
- 3.6 To the extent allowed by law, arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.
- 3.9 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.10 Bear all costs incident to compliance with the requirements of Article 3, as amended and supplemented by Attachments A and C.
- 3.11 OWNER has designated the following representative to serve as the Quality Assurance/Quality Control for the project: Thomas Thomey; MGP, Inc.; 701 Lee Street; Suite 1020; Des Plaines, IL 60016; Phone: (847) 656-5698. CONSULTANT will deliver Preliminary Orthophotography Product to the above designee.
- 3.12 OWNER will provide CONSULTANT with accurate mapping boundaries prior to aerial photo acquisition.
- 3.13 Prior to commencement of mapping, OWNER will provide CONSULTANT with the most current ESRI Geodatabase which includes the existing Digital Terrain Model (DTM) to be used in the preparation of orthophotography. Geodatabase shall reflect the most current feature geometry and attribution.

ATTACHMENT B - PERIODS OF SERVICE

Agreement dated _____

Initials:
OWNER _____
CONSULTANT _____

4.1 Provisions of Article 4 are hereinafter amended and supplemented as follows:

4.2 The services called for in Attachment A - Scope of Services will be completed and submitted as follows:

4.2

4.2.1 Preliminary Orthophotography Product. CONSULTANT will deliver the Preliminary Orthophotography Product (Orthophotography tiles in TIF format) to OWNER by November 1, 2010, provided that the CONSULTANT receives the existing DTM data in Geodatabase format from OWNER, as stated in paragraph 3.13, Attachment A, by March 15, 2010. Delay in the Geodatabase delivery from OWNER to CONSULTANT will result in equivalent delay for Preliminary Orthophotography Product delivery to OWNER.

4.2.2 QA/QC Review. OWNER, or the designee as stated in paragraph 3.11 Attachment A, will review the Preliminary Mapping Product and compile suggestions for modification and adjustment and submit review to CONSULTANT within 15 calendar days of receipt of Preliminary Mapping Product.

4.2.3 Final Deliverable. CONSULTANT will make final delivery of the geodatabase within 15 calendar days of receipt of the QA/QC Review from OWNER, or the designee as stated in paragraph 3.11 Attachment A.

4.3 Consultant's services under this Agreement shall be considered complete at the earlier of (1) the date when the submissions have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER.

4.4 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.5 If Consultant's services for the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond CONSULTANT's control, CONSULTANT shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2.

ATTACHMENT C - COMPENSATION AND PAYMENTS

Agreement dated _____

Initials:
OWNER _____
CONSULTANT _____

5.1 Methods of Payments for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services rendered as follows:

5.1.1.1 For services outlined above, OWNER shall pay CONSULTANT a lump sum fee of \$22,120.00

5.1.2 Additional Services. OWNER shall pay CONSULTANT for Additional Services rendered as follows:

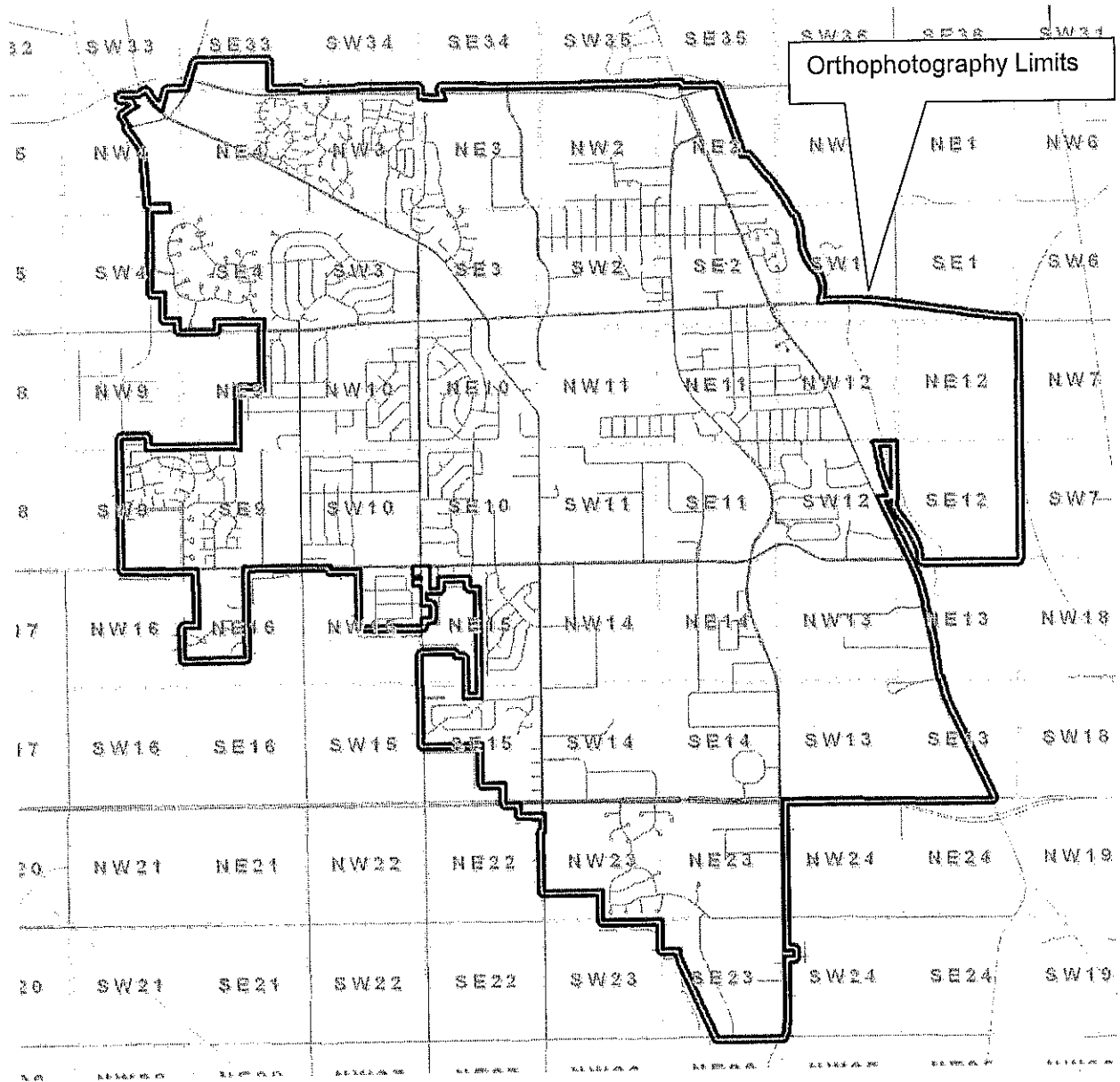
5.1.2.1 General. For Additional Services of CONSULTANT's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 on the basis of CONSULTANT's Direct Labor Costs times a factor of 2.8.

5.1.2.2 Professional Associates and Subconsultants. For services and Reimbursable Expenses of independent professional associates and subconsultants employed by CONSULTANT to render Additional Services pursuant to paragraph 2.1, the amount billed to CONSULTANT therefore times a factor of 1.15.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay CONSULTANT the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4 The terms "Direct Labor Costs" and "Reimbursable Expenses" have the meanings assigned to them in Article 5.4.

Attachment D – Project Area Map (Ortho Limits in Red)



ATTACHEMENT F – INSURANCE REQUIREMENTS

The Proposer, at its sole expense and prior to engaging upon the work agreed to be done, shall procure, maintain and keep in force during the entire term of the Agreement required insurance.

(a) Workmen's Compensation Insurance in the statutory amount and Employer's Liability Insurance in an amount not less than \$1,000,000.

(b) Commercial General Liability Insurance
Bodily Injury - \$1,000,000 each occurrence; \$1,000,000 aggregate
Property Damage - \$1,000,000 each occurrence; \$1,000,000 aggregate

(c) Valuable Papers Insurance
To cover any such loss by fire, theft, or any other cause - Amount not less than \$250,000

(d) Business Auto Liability Insurance
Bodily Injury and Property Damage Combined - \$1,000,000 per occurrence

PROVISIONS

The Proposer and all Independent/Subcontractor's Insurance coverage shall be primary and non-contributory insurance as respects the Village, its officers, officials, employees and volunteers.

Any insurance or self-insurance maintained by the Village, its officers, employees or volunteers shall not contribute to the Proposer's insurance.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder Ayres Associates Inc, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Insurance is to be placed with insurers authorized to do business in the State of Illinois with Best's rating of no less than 'A' covering all operations under this contract. Exceptions to this clause are at the discretion of the Village Attorney.

Proposers and Independent/Subcontractors shall furnish the Village with certificate(s) of insurance and with original endorsements affecting coverage required by this clause. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate(s) and endorsements are to be received and approved by the Village Attorney prior to the beginning of any work. The Village reserves the right to require complete certified copies of all required insurance policies at any time.

The Village shall have no responsibilities whatsoever to Proposer with respect to any insurance coverage, its procurement or the absence thereof. Proposers and Independent/Subcontractors expressly understands and agrees that any insurance

protection furnished by the Proposer hereunder shall in no way limit its responsibility to indemnify and save harmless the Village under the Provision of this Agreement.

The Village maintains the right to modify, delete, alter or change these requirements. The insurer shall agree to waive all the rights of subrogation (workers' compensation - general liability) against the Village, its officials, employees and volunteers for losses arising from this Agreement.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.E
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 1, 2010

TITLE OF ITEM SUBMITTED: Resolution Granting Final Acceptance of Public and Private Improvements within the Schwind Crossings Subdivision, Lot 2

SUBMITTED BY: Mark Janeck, Director of Community Development

BASIC DESCRIPTION OF ITEM¹: Final Acceptance of Public and Private Improvements within the Schwind Crossings Subdivision, Lot 2.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Memo from Village Engineer, Resolution and Location Map

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: VILLAGE MANAGER 

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

RESOLUTION NO. 10 -

**A RESOLUTION GRANTING FINAL ACCEPTANCE
OF PUBLIC AND PRIVATE IMPROVEMENTS WITHIN THE
SCHWIND CROSSINGS SUBDIVISION, LOT 2
1500-1598 W. LAKE COOK ROAD**

WHEREAS, on October 9, 2007, the President and the Board of Trustees granted tentative acceptance of the Schwind Crossings Subdivision, Lot 2; and

WHEREAS, the maintenance responsibilities including snow removal and all other associated obligations for the private improvements which includes the sanitary sewer system, water distribution system, storm sewer system, storm water management areas, curb and gutter, pavement, sidewalks, parking lot lighting, traffic control signing, subdivision trees and landscaping shall be performed by the Owner; and

WHEREAS, the construction maintenance responsibilities for public improvements which includes the sidewalk improvements and parkway trees lying within the right-of-way of Weiland Road and Lake-Cook Road shall be performed by the Lake County Highway Department and the Village of Wheeling; and

WHEREAS, the Village has determined that the constructed public and private improvements have been satisfactorily maintained under the provisions of the Wheeling Municipal Code.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that final acceptance of said public and private improvements, consisting of sanitary sewer system, water distribution system, curb and gutter, pavement, sidewalks, street lighting, traffic control signing, subdivision trees, parkway trees and landscaping within the Schwind Crossings Subdivision, Lot 2, Wheeling, Illinois is hereby granted and authorizes the release of the posted maintenance surety.

Trustee _____ moved, seconded by Trustee _____,

that Resolution No. 10 - be adopted.

Trustee Argiris _____

Trustee Horcher _____

Trustee Brady _____

Trustee Lang _____

Trustee Heer _____

Trustee Vogel _____

President Abruscato _____

ADOPTED THIS _____ day of _____, 2009 by the President and Board of Trustees of the Village of Wheeling, Illinois.

Judy Abruscato, Village President

ATTEST:

Elaine E. Simpson

MEMORANDUM

TO: Mark Janeck
Director of Community Development

FROM: Kevin R. Gray
Village Engineer

DATE: January 19, 2010

SUBJECT: Schwind Crossings Subdivision, Lot 2
1500-1598 W. Lake Cook Road
Final Acceptance of Public and Private Improvements

On October 9, 2007 the President and Board of Trustees approved the tentative acceptance for the Schwind Crossings Subdivision, Lot 2, situated on the northeast corner of Lake Cook Road and Weiland Road. Lot 1 was developed as the Target Store and received final acceptance on November 8, 2004.

The maintenance responsibilities of the private improvements which includes the sanitary sewer system, water distribution system, storm sewer system, storm water management areas, curb and gutter, pavement, sidewalks, parking lot lighting, traffic control signing, subdivision trees and landscaping shall be performed by the Owner.

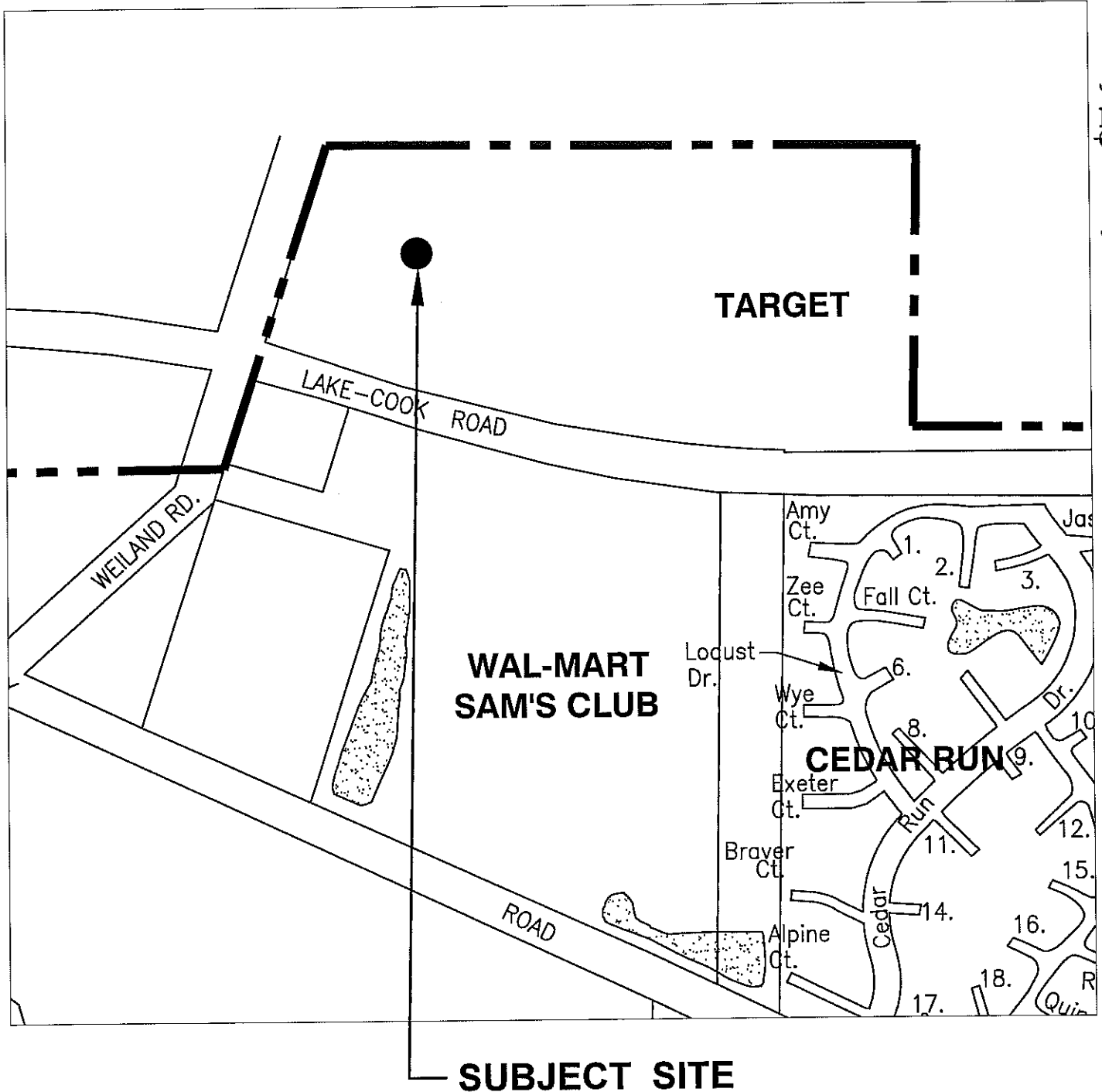
The construction maintenance responsibilities of the public sidewalk improvements and parkway trees lying within the right-of way of Weiland Road and Lake-Cook Road shall be of the Lake County Highway Department and the Village of Wheeling.

The maintenance surety has remained in effect since tentative acceptance was granted and the Village recently conducted an inspection of the public and private improvements and found them to be satisfactorily maintained.

Attached for the Board's consideration is a resolution granting final acceptance of the private improvements and authorizing the release of the surety.

Attachments: Resolution
Location Map

LOCATION MAP



**SCHWIND CROSSINGS
SUBDIVISION, LOT 2**

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.F.
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Monday, February 1, 2010


TITLE OF ITEMS SUBMITTED: Resolution Authorizing the Village Manager to Grant Severance Payments to Employees of the Village of Wheeling

SUBMITTED BY: Jon Sfondilis, Village Manager

BASIC DESCRIPTION OF ITEM: In order to safeguard its financial condition and to ensure continuity of core services, the Village of Wheeling has sought to address its budget deficit through a reduction in force. By instituting an Exit Incentive Program (EIP), the Village has attempted to accomplish this through as much voluntary attrition as possible. Fifteen (15) employees have opted to participate in the EIP. This resolution authorizes severance payments to those employees, as well as additional severance payments pursuant to any necessary involuntary terminations.

EXHIBIT(S) ATTACHED: Resolution

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager 

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER
TO GRANT SEVERANCE PAYMENTS TO EMPLOYEES
OF THE VILLAGE OF WHEELING

WHEREAS, the Village of Wheeling is faced with increasing costs and declining revenues as a result of the present economic recession; and

WHEREAS, the Village of Wheeling experienced budget deficits in Fiscal Years 2008 and 2009, and projects budget deficits in the current and future fiscal years; and

WHEREAS, after eliminating nearly all discretionary spending, including travel and training, the Village of Wheeling finds it necessary to eliminate some positions as a cost-saving measure to safeguard its financial condition and to ensure the continuity of core services; and

WHEREAS, the Village Board is interested in accomplishing this goal through as much voluntary attrition as possible;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS that the Village Manager is hereby authorized to grant severance payments to certain employees of the Village of Wheeling in an amount not to exceed \$441,400, said amount to include severance payments pursuant to a voluntary exit incentive program as well as for any necessary involuntary terminations.

Trustee _____ moved, seconded by Trustee _____, that Resolution No. _____ be adopted.

President Abruscato _____
Trustee Argiris _____
Trustee Brady _____

Trustee Heer _____
Trustee Horcher _____
Trustee Lang _____
Trustee Vogel _____

ADOPTED this _____ day of _____, 2010, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Judy Abruscato, Village President

ATTEST:

Elaine E. Simpson
Village Clerk

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO (S): #11.G
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 1, 2010

TITLE OF ITEM SUBMITTED: Granting a permit to Shelter Inc to conduct a Tag Day on May 7,8 & 9, 2010

SUBMITTED BY: Mark Janeck, Director of Community Development 

BASIC DESCRIPTION OF ITEM: Request by Misericordia to conduct a Tag Day

BUDGET¹: N/A

BIDDING²: N/A

EXHIBIT (S) ATTACHED: Resolution; Application for Tag Day.

RECOMMENDATION: Attached is an application by Shelter to conduct a Tag Day May 7,8 & 9, 2010. I recommend approval of the attached resolution granting a permit for this use.

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER 

¹ If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

² If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

RESOLUTION NO. 10 - _____

**RESOLUTION GRANTING A PERMIT TO
SHELTER INC
TO CONDUCT A TAG DAY ON MAY 7, 8 & 9, 2010**

WHEREAS, the Wheeling Municipal Code, Chapter 4.64, "Tag Days" requires that charitable organizations secure a permit to conduct a Tag Day within the Village of Wheeling; and

WHEREAS, Shelter a charitable organization, has made proper application for a permit to conduct a Tag Day on May 7, 8 & 9, 2010.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that Shelter Inc be granted a permit to conduct a Tag Day in the Village of Wheeling on May 7, 8 & 9, 2010, contingent upon receipt of permission from the property owners to tag on private property.

Trustee _____ moved, seconded by Trustee _____, that

Resolution No. 10 - _____ be adopted.

President Abruscato _____

Trustee Heer _____

Trustee Argiris _____

Trustee Horcher _____

Trustee Brady _____

Trustee R. Lang _____

Trustee D. Vogel _____

ADOPTED this 1st day of February, 2010 by the President and Board of Trustees of the Village of Wheeling, Illinois

ATTEST

Judy Abruscato, Village President

Elaine E. Simpson, Village Clerk



Shelter, Inc.

emergency housing for children and adolescents

January 21, 2010

Christine Brady
Village of Wheeling
255 West Dundee Rd.
Wheeling, IL 60090

Dear Ms. Brady:

Shelter, Inc. requests permission from the Village of Wheeling to hold **Tag Days on Friday, Saturday and Sunday, May 7, 8 and 9, 2010.** A copy of our tax- exempt letter is enclosed.

Tagging permission is requested for the following intersections:

Route 83 and Dundee Rd.

Wolf Rd. and Dundee Rd.

Proceeds from Tag Days will directly benefit Shelter, a not-for-profit child welfare agency serving the northwest suburbs. We provide emergency and temporary housing for children and adolescents who are abused, neglected, dependent or in need of supervision. Our services are available 24 hours a day, every day of the year, through foster homes and three professionally staffed group homes: The Boys Group Home in Palatine, The Jennings Home for girls in Schaumburg and our Older Adolescent Group Home in Arlington Heights for 16 and 17 year old boys. Our Healthy Families Program works with first time parents to prevent child abuse. Funding for Shelter, Inc.'s programs comes from local United Ways, as well as townships, villages, foundations corporations, groups and individuals.

If you need any additional information, please feel welcome to contact me. We are looking forward to our Tag Days in May. We hope to receive confirmation from you soon so that we may plan the locations for our volunteers. Thank you for your help.

Sincerely,

Erin Tamms
Volunteer Coordinator



Community Partner

1616 N. Arlington Heights Rd., Arlington Heights, Illinois 60004-3980
847.255.8060 Fax 847.590.6184 www.shelter-inc.org





255 West Dundee Road
Wheeling IL 60090
Phone (847) 459-2600

CHARITABLE SOLICITATION PERMIT APPLICATION

(Please print or type)

DATES, HOURS, AND LOCATION FOR WHICH THE PERMIT IS REQUESTED: May 7, 8, 9, 2010
9am - 6pm Route 83 & Dundee Rd. and Wolf Rd. & Dundee Rd. Wheeling, IL

APPLICANT NAME: Erin Tamms

HOME ADDRESS: 177 Edgewood Ave., PO Box 926

CITY Hampshire ST IL ZIP 60140

HOME PHONE NUMBER: (847) 683 - 2345

DATE OF BIRTH: _____ SOCIAL SECURITY NUMBER: _____

DRIVERS LICENSE NUMBER: _____ STATE ISSUED: IL

NAME OF THE CHARITABLE ORGANIZATION FOR WHOM THE SOLICITATION WILL BE CONDUCTED:
Shelter, Inc.

ORGANIZATION ADDRESS: 1616 N. Arlington Heights Rd.

CITY Arlington Heights ST IL ZIP 60004

BUSINESS PHONE: (847) 590 - 6188

Describe the purpose of the solicitation activities: To raise funds to provide temporary and emergency care & housing for abused and neglected children in the northwest suburbs of Chicago.

State the percentage of the receipts of the solicitation which will be used solely for the charitable purpose (any administrative costs and costs of conducting the solicitation activities shall not be included within this percentage)

99%

Have you applied for a Solicitors Permit or registered to conduct either of those activities within the Village of Wheeling? YES If yes, indicate when EVERY YEAR

(complete back side)

Have you ever been convicted of a felony or crime of moral turpitude? NO If your response is yes, state the crime(s) for which you were convicted, the date(s) of conviction and the location of such conviction(s) _____

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.A
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Monday, February 1, 2010

TITLE OF ITEM SUBMITTED: An Ordinance Amending Section E of Ordinance No. 4206 (Which Granted a Special Use and Site Plan Approval for an Indoor/Outdoor Sports And Recreation Facility for Ramah Day Camp) In Order to Extend the Project Completion Deadline from May 2010 to November 2012 at 98 W. Hintz Road [Docket No. 2007-14B]


SUBMITTED BY: Mark Janeck
Director of Community Development *MJ*

BASIC DESCRIPTION OF ITEM¹: The petitioner is requesting an extension of the project completion deadline for the previously approved improvements at the day camp.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Staff Memo
Minutes from Plan Commission meeting 1.14.2010
Ordinance
Ordinance No. 4206
Letter from petitioner, dated 1.7.2010

RECOMMENDATION: To approve

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER 

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

ORDINANCE NO. _____

**An Ordinance Amending Section E of Ordinance No. 4206
(Which Granted a Special Use and Site Plan Approval for an Indoor/Outdoor Sports
And Recreation Facility for Ramah Day Camp)
In Order to Extend the Project Completion Deadline from May 2010 to November 2012
At 98 W. Hintz Road**

WHEREAS, on May 14, 2007, Ordinance No. 4206 was passed by the Village Board granting a special use for an indoor/outdoor sports and recreation facility to be located at 98 W. Hintz Road, Wheeling, Illinois, and

WHEREAS, the Ordinance No. 4206 includes a condition of approval requiring that the project be completed within three years of approval, or May 14, 2010; and

WHEREAS, the petitioner has completed the first phase of the project and has requested additional time to complete the second phase of the project; and

WHEREAS, on January 14, 2010, the Plan Commission determined this change was minor and it would not be necessary to open a new public hearing to extend the project completion deadline from May 14, 2010 to November 30, 2012; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request to change extend the project completion deadline to November 2012;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

Section E of Ordinance No. 4206 is hereby amended by changing condition #3 to read as follows:

3. That the project may be phased and is to be completed by November 30, 2012.

Section B

Those sections and parts of sections of Ordinance No. 4206 not amended in this ordinance are hereby re-enacted and re-affirmed.

Section C

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section D

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed.

PASSED this _____ day of _____, 2010.

President Abruscato _____ Trustee Heer _____

Trustee Argiris _____ Trustee Horcher _____

Trustee Brady _____ Trustee Lang _____

Trustee Vogel _____

ORD. NO. _____ APPROVED this _____ day of _____, 2010.

Judy Abruscato
Village President

ATTEST:

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:


Village Attorney

PUBLISHED in pamphlet form this _____ day of _____, 2010, by order of
the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

MEMORANDUM

DATE: January 25, 2010 (for meeting on February 1, 2010)

TO: Village President, Board of Trustees, Village Clerk

FROM: Mark Janeck, Director of Community Development 

RE: Previous Docket No. 2007-14B
Ramah Day Camp
98 W. Hintz Road
Request for Extension to Complete Site Plan Improvements
Associated with Special Use

The Ramah Day Camp received approval under Docket No. 2007-14B for a new special use which included several improvements to the site (Ordinance No. 4206, approved May 14, 2007). The approval ordinance included a condition of approval allowing the site improvements to be completed within three years of approval. At this time, the camp has completed the first phase of the project and is raising funds to complete the second phase of the project. Due to the high cost of the project, the camp is requesting that the second phase be split into two phases, and that the deadline for the remaining work be extended (see attached letter). In previous discussions with the camp, the camp indicated that they would need an additional two years to complete the work (May of 2012). As the petitioner's letter projects a start date of Fall 2011, Staff suggested November 30, 2012 would be more appropriate. This would allow fall construction to occur after the camp closes for the summer in 2012.

According to the zoning code (Section 19.10.030 I), the Plan Commission has the authority to determine whether modifications to the site plan or approval ordinance conditions require a new public hearing. The Village Planner recommended that the request should be forwarded to the Board without a new public hearing. The Plan Commission agreed that the request was minor, and recommended to the Board that the extension should be allowed.

I concur with the Plan Commission's recommendation to grant an extension of the project completion deadline (see attached minutes from Plan Commission meeting). An ordinance is attached for the Board's consideration.

Attachments: Ordinance
Ordinance 4206, approved 5.14.2007
Letter from petitioner, dated 1.7.2010

PRESENT: None
ABSTAIN: None

DRAFT

There being four affirmative votes, the motion was approved.

- B)** Previous Docket No. 2007-14B
Ramah Day Camp
98 W. Hintz Road
Request for Extension to Complete Site Plan Improvements Associated with Special Use

Mr. Jennings reported the petitioner was not present. Staff had determined the motion this evening would not require the petitioner's presence. If the motion failed, the result would be a public hearing which would require their presence.

Mr. Jennings reported the petitioner was requesting an extension to their previous approval. Their approval for site improvements related to expanding the services offered at the day camp on Hintz Road will expire in May 2010. The petitioner had approached Staff and explained due to their fundraising timing they would prefer to split the second phase of their project into two phases. The construction on the second phase would cause them to go past the project completion deadline in the original ordinance. Mr. Jennings stated that Staff felt this should be considered a minor change but explained it was the Plan Commission's responsibility to make the determination whether or not amending their special use ordinance for that extension would require a new public hearing or if the amendment can be forwarded to the Board without a public hearing. If the motion failed tonight, it would require a new public hearing.

Commissioner Dorband questioned if there were changes to the plan. Mr. Jennings confirmed that the site plan would not change, but noted there may be a couple of minor engineering changes caused by the new phasing plan.

Commissioner Dorband had no issues with it.

Commissioner Doetsch had no comments.

Commissioner Johnson had no comments.

Commissioner Ruffatto was in agreement with the five-year plan due to the economic condition.

Commissioner Dorband moved, seconded by Commissioner Doetsch to recommend approval of Previous Docket No. 2007-14B amending Ordinance No. 4206 to extend the completion date for the project to November 30, 2012, for Ramah Day Camp, located at 98 W. Hintz Road, Wheeling, Illinois.

On the roll call, the vote was as follows:

AYES: Commissioners Doetsch, Dorband, Johnson, Ruffatto
NAYS: None
ABSENT: Commissioners Didier, Maloney, Steilen
PRESENT: None
ABSTAIN: None

There being four affirmative votes, the motion was approved.

ORDINANCE NO. 4206

**An Ordinance Repealing Ordinance No. 2682
And Granting Special Use-Site Plan Approval for an
Indoor/Outdoor Sports and Recreation Facility
For Ramah Day Camp
98 West Hintz Road
(Parcel 1 along Hintz and Parcel 2 along Glenn)**

WHEREAS, on March 4, 1991, the President and Board of Trustees passed Ordinance No. 2682 granting special use-site plan approval for a day camp (formerly known as Circle M Day Camp) on Parcel 1, 98 West Hintz Road, Wheeling, Illinois; and

WHEREAS, the petitioner is proposing to facilitate improvements to the property and is requesting a new special use-site plan approval which will include both Parcel 1 (along Hintz) and Parcel 2 (along Glenn); and

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on April 26, 2007, to consider a request to Repeal Ordinance No. 2682 which Previously Granted Special Use-Site Plan Approval for a Day Camp on Parcel 1 (along Hintz Road), and Grant a New Special Use, Site Plan, and Building Appearance Approval for a Day Camp on Parcels 1 and 2 as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07 Industrial Districts, Section 19.07.030, I-2 Limited Industrial District, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements;

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees recommending approval, subject to conditions; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village of Wheeling to grant petitioner's request, subject to conditions;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

Ordinance No. 2682 is hereby repealed in its entirety.

Section B

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use as requested will not alter the essential character of the area in which it is to be located;
- ✓

- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;
- That the special use requested will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted nor diminish or impair property values of surrounding properties;
- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and
- That the special use requested will conform to all applicable regulations and standards of the zoning district in which it is to be located.

Section C

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07 Industrial Districts, Section 19.07.030 I-2 Limited Industrial District and Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, for an indoor-outdoor sports and recreation facility (Ramah Day Camp) at 98 West Hintz Road, located on the property legally described below:

PARCEL 1:

THE WEST 5 ACRES OF THE SOUTH 52 RODS, EXCEPT THE SOUTH 50 FEET (EXCEPT THAT PART FALLING IN HINTZ ROAD), OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN TRAVELER'S ACRES, A SUBDIVISION OF THE NORTH 753.22 FEET OF THE SOUTH 803.22 FEET OF THE EAST 282.00 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 26117538, IN COOK COUNTY, ILLINOIS.

(The above described property is known as 98 West Hintz Road, Wheeling, Illinois. Parcel 1 is along Hintz Road; Parcel 2 is along Glenn Avenue, both zoned I-2.)

Section D

Site Plan Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07 Industrial Districts and Chapter 19-12 Site Plan Approval Requirements, for an indoor/outdoor sports and recreational facility in an I-2 Limited Industrial District, as shown on the following plans/exhibits, herein attached and made part of, for Ramah Day Camp located on the property legally described in Section C of this Ordinance.

- Site Layout (Color) prepared by Sarfatty Associates, Ltd., received 4.26.2007
- Bus Staging Plan prepared by Sarfatty Associates, Ltd., received 4.26.2007
- Master Site Plan (SP1.1) prepared by Sarfatty Associates, Ltd. received 3.30.2007
- Partial Site Plan (SP1.2) prepared by Sarfatty Associates, Ltd. received 3.30.2007
- Landscape Plan (LP1.1), revised, prepared by Sarfatty Associates, Ltd. received 4.26.2007
- Lighting Plan (PH1.1) prepared by Sarfatty Associates, Ltd. received 3.30.2007
- Maintenance/Shower Building Floor Plan (A1.1) prepared by Sarfatty Associates, Ltd. received 3.30.2007
- Maintenance/Shower Building Elevations (A1.2) prepared by Sarfatty Associates, Ltd. received 3.30.2007
- Arts and Crafts Building Floor Plan (A2.1) prepared by Sarfatty Associates, Ltd. received 3.30.2007
- Arts & Crafts Building Elevations (A2.2) prepared by Sarfatty Associates, Ltd. received 3.30.2007
- North Toilets Floor Plan and Elevations (A3.1) prepared by Sarfatty Associates, Ltd. received 3.30.2007

Section E

Special Use and Site Plan Approval Granted in Sections C and D of this Ordinance are subject to the following conditions:

1. That no carnival-type amusement rides will be allowed on site without Village approval (***condition from Ordinance 2682***);
2. That the owner shall make suitable arrangements with adjacent property owners to utilize their parking areas for weekend or holiday events and shall require that its patrons not park on Hintz Road or its right-of-way at any time (***condition from Ordinance 2682***);
3. That the project may be phased and is to be completed within 3 years;
4. That the petitioner work with Staff regarding the utility plan;
5. That parkway trees are required along Glenn Avenue;
6. That the petitioner is to work with Staff regarding the number and location of required parkway trees along Hintz Road;
7. That the trash enclosure is to match the proposed fence materials with steel reinforcement inside;
8. That the sidewalk along Glenn Avenue is to be installed within 3 years; and
9. That a bike rack accommodating two bikes is required.

Section F

All ordinances or parts of ordinances passed by the Village pertaining to this property and are in conflict herewith are hereby repealed.

Section G

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee Argiris moved, seconded by Trustee Abruscato
that Ordinance No. 4206 be passed.

PASSED this 14th day of May, 2007.

Trustee Abruscato Aye Trustee Heer Aye

Trustee Argiris Aye Trustee M. Horcher Aye

Trustee Brady Aye Trustee P. Horcher Aye

APPROVED this 14th day of May, 2007.

Michael Horcher
Temporary Chairperson

ATTEST:

Elaine E. Simpson
Elaine E. Simpson, Village Clerk



APPROVED AS TO FORM ONLY:

James V. Fardo
Village Attorney

PUBLISHED in pamphlet form this 15th day of May, 2007, by order of
the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

THE RAMAH DAY CAMP, INC.

www.ramahday.com

info@ramahday.com



January 7, 2010

Andrew Jennings
Community Development Department
Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

VIA EMAIL

Dear Andrew:

On behalf of Ramah Day Camp, we request an extension beyond the May 2010 expiration date in which to begin construction on the work previously approved by the Plan Commission. We anticipate that we will have the funding available this year, and that Phase 2 construction will start between Fall 2010 and Fall 2011.

Please review this request and respond at your earliest convenience. If you have any questions or need any additional information, feel free to contact me.

Sincerely,

Benji Bearman
Chief Operating Officer

Winter Address:
65 East Wacker Place, Suite 1200
Chicago, IL 60601
Phone: (312) 606-0444
Fax: (312) 606-7136




Summer Address:
98 West Hintz Road
Wheeling, IL 60090
Phone: (847) 537-9700
Fax: (847) 537-9872

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.B
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Monday, February 1, 2010

TITLE OF ITEM SUBMITTED: An Ordinance Amending Ordinance No. 4462, Granting a Special Use To Allow a Private Vocational School with Nursing and Allied Health Programs at 1400 South Wolf Road, Suite 100 (within Wi-Fi Corporate Square) [Docket No. 2009-18]


SUBMITTED BY: Mark Janeck 
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: Staff is suggesting an amendment to a condition of approval that required explicit approval by the Federal Aviation Administration to make the language consistent with the FAA's policy in land use reviews.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Staff Memo
Ordinance
Ordinance No. 4462

RECOMMENDATION: To approve

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER 

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

ORDINANCE NO. _____

**An Ordinance Amending Ordinance No. 4462, Granting a Special Use
To Allow a Private Vocational School with Nursing and Allied Health Programs at
1400 South Wolf Road, Suite 100
(within Wi-Fi Corporate Square)**

WHEREAS, the President and Board of Trustees approved Ordinance No. 4462 on September 21, 2009, granting a Special Use and associated site plan approval to allow a private vocational school with nursing and allied health programs at 1400 South Wolf Road, Suite 100, with a vote of 7 ayes and 0 nays; and

WHEREAS, Ordinance No. 4462 included the following condition of approval: That the special use is subject to confirmation from the Federal Aviation Administration that the proposed use is acceptable in the subject location; and

WHEREAS, the Federal Aviation Administration subsequently issued a determination that land uses such as schools and offices which cause a congregation people within a Runway Protection Zone are incompatible with the stated goals of limiting land use in close proximity to the airport; and

WHEREAS, the Federal Aviation Administration has reiterated that its position on the matter is advisory; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to amend Ordinance No. 4462 as described in this Ordinance, thus granting the petitioner's request, subject to conditions;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

Section C of Ordinance No. 4462 is hereby amended by changing condition #2 to read as follows:

2. That the petitioner and property owner acknowledge in writing that (1) a portion of the subject property is located within the Runway Protection Zone and/or Transition Area for a runway at Chicago Executive Airport; and (2) that both parties are familiar with FAA requirements for property in such areas.

Section B

Those sections and parts of sections of Ordinance No. 4462 not amended in this ordinance are hereby re-enacted and re-affirmed.

Section C

All ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

Section D

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee _____ moved, seconded by Trustee _____,

that Ordinance No. _____ be passed.

PASSED this _____ day of _____, 2010.

President Abruscato _____ Trustee Heer _____

Trustee Argiris _____ Trustee Horcher _____

Trustee Brady _____ Trustee Lang _____

Trustee Vogel _____

ORD. NO. _____ APPROVED this _____ day of _____, 2010.

Judy Abruscato
Village President

ATTEST:

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this _____ day of _____, 2010, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

MEMORANDUM

DATE: January 27, 2010 (for meeting on February 1, 2010)
TO: Village President, Board of Trustees, Village Clerk
FROM: Mark Janeck, Director of Community Development *MJ*
RE: Docket No. 2009-18
Northbrook College of Health Care
1400 S. Wolf Road, Building 100
Amendment to Ordinance No. 4462

In September 2009, the Board of Trustees approved Ordinance No. 4462, granting the Northbrook College of Health Care a special use to occupy a unit in the existing multi-tenant office building at the southwest corner of Wolf and Palatine Roads. The approval ordinance included a condition requiring explicit approval of the land use by the Federal Aviation Administration (FAA).

Subsequently, the FAA issued a Land Use Determination letter that, in the opinion of Staff and the Village Attorney, did not clearly approve or disapprove of the proposed land use. In the months that followed, the Village Staff and Village Attorney sought clarification from the FAA on the interpretation of the letter.

On January 26, 2010, the Village Staff met with officials from the FAA, the airport staff, and officials from the IDOT division of aeronautics. During the meeting, the FAA clarified that its position in such reviews is advisory, and indicated that while they do not, as a policy, issue letters specifically approving land uses, the organization has no particular objection to land uses currently allowed in the zoning code continuing to occupy existing buildings in close proximity to the airport. It was further emphasized that future land uses would be treated similarly, provided that the Village of Wheeling continues to adhere to the municipality's established policies for reviewing land use applications.

As a result, the Village Staff and Village Attorney are now suggesting alternate wording to replace the condition in Ordinance No. 4462 that required FAA approval of the land use. The suggested amendment would replace condition #2 with the following:

2. That the petitioner and property owner acknowledge in writing that (1) a portion of the subject property is located within the Runway Protection Zone and/or Transition Area for a runway at Chicago Executive Airport; and (2) that both parties are familiar with FAA requirements for property in such areas.

Attachments: Ordinance
Ordinance 4462, approved 9.21.2009

ORDINANCE NO. 4462

**An Ordinance Granting a Special Use
To Allow a Private Vocational School with Nursing and Allied Health Programs at
1400 South Wolf Road, Suite 100
(within Wi-Fi Corporate Square)**

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed on September 10, 2009, to consider petitioner's request for a special use under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07 Industrial Districts, Section 19.07.020 I-1 Light Industrial and Office District and Section 19.07.030 I-2 Limited Industrial District; and Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, in order to operate a private vocational school with nursing and allied health programs at 1400 South Wolf Road, Suite 100, located within Wi-Fi Corporate Square, Wheeling, Illinois, hereinafter legally described below: and

WHEREAS, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, recommending that the petitioner's request be granted with a vote of 6 ayes, 0 nays, 1 absent, subject to conditions; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request, subject to conditions;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use is necessary for the public convenience at that location;
- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;
- That the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof;
- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and

- That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

Section B

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07 Industrial Districts, Section 19.07.020 I-1 Light Industrial and Office District and Section 19.07.030 I-2 Limited Industrial District and Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses in order to operate a private vocational school with nursing and allied health programs at 1400 South Wolf Road, located within Wi-Fi Corporate Square, Wheeling, Illinois, hereinafter legally described, in accordance with the following exhibits:

- Proposal for Northbrook College of Health Care, received 3.26.2009
- Site plan, received 8.12.2009
- Floor plan, received 8.12.2009

LEGAL DESCRIPTION:

PARCEL 1

LOT 1 EXCEPT THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION AS PER ORDER RECORDED AUGUST 15, 2003 AS DOCUMENT NO 0322719118 OF PODCO WHEELING RESUBDIVISION OF LOT 1 IN SKIL INDUSTRIAL SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

PARCEL 2

EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION AND GRANT OF EASEMENT MADE BY EMERSON ELECTRIC CO, A CORPORATION OF MISSOURI, DATED JANUARY 25, 1985 AND RECORDED FEBRUARY 21, 1985 AS DOCUMENT 27449844 AND AMENDMENT RECORDED JANUARY 14, 1993 AS DOCUMENT 93037268, AS SUCH DECLARATION AND GRANT OF EASEMENT AND AMENDMENT WERE AMENDED BY AMENDED AND RESTATED DECLARATION AND GRANT OF EASEMENT RECORDED OCTOBER 11, 2002 AS DOCUMENT NO 0021120744 FOR INGRESS AND EGRESS AND OTHER USES TO THE EXTENT THEREIN DESCRIBED OVER THE FOLLOWING DESCRIBED LAND: THE NORTH 45 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 2 IN EMERSON ELECTRIC CO. RESUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED AS DOCUMENT NO. 27481230, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 05 MINUTES 05 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 526.49 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 57 SECONDS WEST; 977.36 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 526.20 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE, 976.58 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS THE NORTH 45.00 FEET OF LOT 1 IN EMERSON ELECTRIC CO. RESUBDIVISION NO. 2, A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL

MERIDIAN PER THE FINAL PLAT OF SUBDIVISION TO BE RECORDED IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PERPETUAL EASEMENT DATED FEBRUARY 19, 1986 AND RECORDED FEBRUARY 25, 1986 AS DOCUMENT 86076077, MADE BY LA SALE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 8, 1977, AND KNOWN AS TRUST NUMBER 52778, AS AMENDED BY AGREEMENT DATED JANUARY 21, 1993 AND RECORDED APRIL 15, 1993 AS DOCUMENT 93277696, AS SUCH DECLARATION AND GRANT OF EASEMENT AND AMENDMENT WERE AMENDED BY AMENDED AND RESTATED DECLARATION AND GRANT OF EASEMENT RECORDED OCTOBER 11, 2002 AS DOCUMENT NO. 0021120744, FOR THE PURPOSE OF INGRESS AND EGRESS IN, UPON, OVER, ACROSS AND THROUGH THAT PORTION OF THE LAND DESCRIBED AS FOLLOWS: THE NORTH 45 FEET OF THAT PART OF LOT 2 IN EMERSON ELECTRIC CO. RESUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED AS DOCUMENT NO. 27481230, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 05 MINUTES 05 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 526.49 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 57 SECONDS WEST, 977.36 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 526.20 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE, 976.58 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS THE NORTH 45.00 FEET OF LOT 2 IN EMERSON ELECTRIC CO. RESUBDIVISION NO. 2, A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN PER THE FINAL PLAT OF SUBDIVISION TO BE RECORDED IN COOK COUNTY, ILLINOIS.

(THE ABOVE DESCRIBED PROPERTY IS KNOWN AS 9610-9625; 9710-9725, 9810-9825, AND 9910-9945 CAPITOL DRIVE, ZONED B-3. THE SPECIAL USE IS FOR THE BUILDING AT 9910-9945.)

(The above described property known as Wi-Fi Corporate Square is located at the Southwest Corner of Palatine Road and Wolf Road, Wheeling, Illinois, zoned I-3 General Industrial District, I-1 Light Industrial and Office District [along Wolf Road], and I-2 Limited Industrial District [along Palatine Road].)

Section C

Special Use Approval granted in Section B of this ordinance is subject to the following conditions:

1. That Ordinance No. 4432 previously approved for Northbrook College of Health Care at 9910-9945 Capitol Drive is repealed.
2. That the special use is subject to confirmation from the Federal Aviation Administration that the proposed use is acceptable in the subject location.

Section D

All ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

Section E

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee Argiris moved, seconded by Trustee Brady,
that Ordinance No. 4462 be passed.

PASSED this 21st day of September, 2009.

President Abruscato <u>Aye</u>	Trustee Heer <u>Aye</u>
Trustee Argiris <u>Aye</u>	Trustee Horcher <u>Aye</u>
Trustee Brady <u>Aye</u>	Trustee Lang <u>Aye</u>
	Trustee Vogel <u>Aye</u>

ORD. NO. 4462 APPROVED this 21st day of September, 2009.

Judy Abruscato
Judy Abruscato
Village President

ATTEST:

Elaine E. Simpson
Elaine E. Simpson, Village Clerk



APPROVED AS TO FORM ONLY:

James V. Fardo
Village Attorney

PUBLISHED in pamphlet form this 22nd day of September, 2009, by order of
the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

VILLAGE OF WHEELING

LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #13.C.
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 1, 2010

TITLE OF ITEM SUBMITTED: Resolution Authorizing the Village of Wheeling to Sign an Agreement with Chicago Communications to Purchase New Equipment for the Wheeling Police Department's 911 Center

SUBMITTED BY: Deputy Chief Benson, Police Department

BASIC DESCRIPTION OF ITEM¹: Under the terms of the attached contract, Chicago Communications LLC will install a complete turnkey system for the Wheeling Police Department's 911 Center. Staff selected Chicago Communications from among three vendors who responded to the Village's Request for Proposals (RFP). The selection was made based on the vendor's excellent professional reputation and their working relationship with the Wheeling Fire Department, and the contract amount of \$419,229.41 (which includes a 5% contingency) is almost \$31,000 under the budget for this project.

BUDGET²: See attached

BIDDING³: See attached

EXHIBIT(S) ATTACHED: Resolution, Contract

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER 

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

RESOLUTION NUMBER 10 - _____

A RESOLUTION AUTHORIZING THE VILLAGE OF WHEELING TO SIGN AN AGREEMENT WITH CHICAGO COMMUNICATIONS TO PURCHASE NEW EQUIPMENT FOR THE WHEELING POLICE DEPARTMENT'S 911 CENTER.

WHEREAS, on November 25, 2009 the Wheeling Police Department sent out a Request for Proposal requesting a turnkey solution for the new Wheeling Police Department 911 Center and;

WHEREAS, eight vendors attended a vendor meeting and three vendors submitted formal proposals; and

WHEREAS, the Wheeling Police Department reviewed each of the proposals and believes that the proposal submitted by Chicago Communications is reasonable, competitive and offers the best turnkey solution; and

WHEREAS, Chicago Communications will provide state of art technology using Motorola radio equipment, Motorola radio consoles and other public safety equipment.; and

WHEREAS, the Wheeling Fire Department has enjoyed an excellent working relationship with Chicago Communications and the company is well known and respected among government agencies; and

WHEREAS, the Wheeling Police Department recommends that Chicago Communications be awarded a contract for the Wheeling Police Department 911 Center.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that competitive bidding is waived and the Village President is authorized to sign a contract with Chicago Communications to install a complete turnkey system for the new Wheeling Police 911 Center.

BE IT FURTHER RESOLVED that the Contract amount shall not exceed \$419,229.41 which includes a base amount of \$399,266.11 with a 5% contingency (\$19,963.30) for unforeseen expenses.

Trustee _____ moved, seconded by Trustee _____, that Resolution No. _____ be adopted.

Trustee Argiris _____
Trustee Brady _____
Trustee Heer _____

Trustee Horcher _____
Trustee Lang _____
Trustee Vogel _____

ADOPTED this _____ day of _____, 2010, by the President and Board of Trustees of the Village of Wheeling, Illinois

Judy Abruscato
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

Standard Terms and Conditions of Sale

1. Scope. Chicago Communications LLC ("Seller") will sell to the **Village of Wheeling** ("Customer"), and Customer will purchase from Seller, the equipment, parts, software, or services related to the equipment (e.g. installation) described in Seller's Proposal and Equipment List dated **1-18-2010** ("Proposal") in response to the Customer's Request for Proposal ("RFP"). These terms and conditions, together with the Proposal and the RFP, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal or to a Customer solicitation to which the Proposal responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price and Payment Terms. The Contract Price is U.S. **\$399,266.11** exclusive of applicable sales, use, or similar taxes. Chicago Communications LLC ordering procedures and Payment Terms are enclosed. Customer will make payments to Seller within thirty (30) days after the invoice date. All freight charges will be pre-paid by Seller and added to the invoices, when applicable. Title and risk of loss to equipment or parts will pass to Customer upon shipment. Seller will pack and ship all equipment, parts or software in accordance with good commercial practices.

STANDARD PAYMENT TERMS:

- 25% - At Time of Contract
- 25% - Upon Delivery
- 30% - Upon Installation
- 20% - Upon System Acceptance or Beneficial Use

3. Software. Any software owned by a third party ("Non-Chicago Communications LLC Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense such software. Seller makes no representations or warranties of any kind regarding such Software.

4. Express Limited Warranty and Warranty Disclaimer. All Third Party Equipment is warranted under manufacturers warranty for a period in accordance with the Proposal ("Warranty Periods"). Seller warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship during the Warranty Periods. Seller also understands that the Customer is relying upon the Seller's skill or judgment to select the equipment, parts, software or services related to the equipment necessary to complete the work outlined in the Proposal, and Seller knows the purpose for which the equipment, parts, software and services related to the equipment are to be used. Therefore, Seller warrants that the equipment, parts, software and services related to the equipment are fit for the particular purpose outlined in the RFP and the Proposal. These warranties do not apply to: defects or damage resulting from use of the equipment in other than its normal, customary, and authorized manner; defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; breakage of or damage to antennas unless caused directly by defects in material or workmanship; defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; equipment that has had the serial number removed or made illegible; freight costs to ship equipment or parts to the repair depot; scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and normal or customary wear and tear. These express limited warranties are extended by Seller to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the Warranty Periods, Seller will (at its option and at no additional charge to Customer) repair the defective product or replace it with the same or equivalent product. Such action will be the full extent of Seller's liability hereunder. Repaired or replaced product is warranted for the balance of the original applicable Warranty Periods. All replaced products or parts will become the property of Seller. **THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.**

Corporate Headquarters

200 Spangler Ave.
Elmhurst, IL 60126
Phone (630) 832-3311
Fax (630) 832-7599

Chicago Location

2100 S Peoria
Chicago, IL 60608
Phone (312) 829-2700
Fax (312) 829-5157

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties agree that the proper venue to resolve any disputes is the Circuit Court of Cook County for any state claims and the Northern District of Illinois for any federal claims. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. Performance Agreement. In lieu of a performance bond, Seller assures the Customer that the goods and services, as outlined in the Seller's Proposal, will be completed in its entirety without financial implications to the Customer. With the exception of the initial down payment, progress payments will be made in arrears as outlined in section two (2) of this document. Seller will request Customer to cause an inspection of each milestone and, if found satisfactory and accepted in writing by the customer, then these obligations shall expire and any funds due by customer shall be paid; otherwise these obligations shall remain in full force and effect until the obligations by seller have been met.

Any payments made to the Seller during the progress of the work shall in no way lessen the total and final responsibility of the Seller, nor in any manner whatever waive any of the terms, conditions, covenants, or requirements of this contract, nor be considered a ratification of any act on the part of the Customer which in any manner may contravene any of the requirements or provision of the contract.

It is expressly understood that the Customer reserves its right to direct that no payment be made to the Seller should it have reason to believe that said Seller has failed for any reason to make just payment to any workmen or employee, or for materials used in the work, or in the improvement, until the Customer is satisfied that full and proper settlement has been made.

When required by Customer, the Seller shall secure and file with the Customer, waivers of lien for all materials used and labor employed on the work before payments are issued.

7. Limitation of Liability. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be beyond the limitation period prescribed under Illinois law. This limitation of liability will survive the expiration or termination of this Agreement.

8. Confidential Information and Preservation of Proprietary Rights. If any information marked "Confidential" is provided by one party to the other, the receiving party will maintain the confidentiality of such information and not disclose it to any third party; take necessary and appropriate precautions to protect such information; and use such information only to further the performance of this Agreement. Confidential information is and shall remain the property of the disclosing party, and no grant of proprietary rights as it relates to the confidential information is given or intended to be given to the Customer by the Seller. Any copyright owner of Software, and any third party manufacturer own and retain all of their respective proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. This Agreement does not grant any right, title or interest in Seller's or Third Party proprietary rights, or a license under any patent or patent application.

Corporate Headquarters

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Phone (630) 832-3311
Fax (630) 832-7599

Chicago Location

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Phone (312) 829-2700
Fax (312) 829-5157

9. Miscellaneous. Each party will comply with all applicable federal, state and local laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois. This Agreement, and the Proposal, the ordering procedures, and the Payment Terms, constitute the entire agreement of the parties regarding this transaction, supersede all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

10. Principal Contact. Seller has assigned, _____, its _____ to serve as the Principal Contact for Customer, with whom Customer may contact regarding any matters involved in this Agreement. Seller shall notify Customer in writing if, at any time, the Principal Contact has been changed, providing the name and phone number of the new Principal Contact.

11. Authority. Seller represents that the individual signing this Agreement on behalf of Seller has the full actual and apparent authority to bind Seller with regard to all terms and provisions of this Agreement.

Seller:

By: **Chicago Communications LLC**
Name and Title: Cindy Glashagel
Principal

Date: _____

Signature

Customer:

By: _____
Name and Title:

Date: _____

Signature

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